

17.0 NOTICE OF CHANGES – SECTION 251(c)(5)

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) Days advance written notice of such change to the other Party, or at such earlier date as the Party notifies its affiliates, customers, or other carriers.

18.0 COLLOCATION – SECTION 251(c)(6)

18.1 Upon request, NYNEX shall provide to ANTC Physical Collocation or virtual collocation (as allowed by Law) for its transport facilities and equipment, pursuant to the rates, terms and conditions set forth herein and the relevant rates, terms and conditions set forth in NYNEX's applicable tariffs on file with the FCC and the PSC as necessary for Interconnection (pursuant to Section 4) or for access to unbundled Links (pursuant to Section 14) or other Unbundled Network Elements (pursuant to Section 15). Upon a Network Element Bona Fide Request pursuant to Attachment BFR hereto, NYNEX shall allow alternate collocation arrangements to the extent technically practical and subject to available space, including as may be requested by ANTC to permit ANTC (i) to occupy less than one-hundred (100) square feet of NYNEX's standard collocation space under NYNEX's applicable tariffs, (ii) to install ANTC owned facilities and equipment in a secure alternate enclosure that conforms with NYNEX's standards for health, safety, security power and engineering, or (iii) such other reasonable alternate arrangements, the terms and conditions of which shall be determined pursuant to the Network Element Bona Fide Request process. NYNEX shall not unreasonably withhold agreement to provide such alternate arrangements.

18.2 ANTC agrees to provide pursuant to tariff, or agreement upon NYNEX's Network Element Bona Fide Request, Collocation of NYNEX equipment for purposes of NYNEX's Interconnection (pursuant to Section 4) at comparable rates, terms and conditions as ANTC may provide to other third parties. ANTC shall provide such Collocation subject to ANTC's applicable tariffs or contracts.

18.3 The Parties agree that during the term of this Agreement ANTC may install in its collocated space remote switching modules ("RSMs") solely for the purposes of performing concentration functions. ANTC represents to NYNEX that such equipment will not be used for or perform any switching functions. ANTC agrees that if it elects to install an RSM as a concentrator in collocation space, the terms and conditions of such collocation will be determined based upon NYNEX's reasonable engineering standards (which generally will follow the vendor's specifications for such equipment) to the extent those standards and their application are consistent with Section 251(c)(6) of the Act. In addition,

ANTC agrees to pay to NYNEX reasonable costs attendant with the collocation of such equipment (determined in accordance with the pricing standards of the Act), including preparation and maintenance of the space.

18.4 ANTC may install equipment allowed by Law inside collocation spaces in accordance with the requirements set forth in Section 251(c)(6) of the Act, NYNEX's applicable tariffs, and NYNEX's engineering, safety and power requirements unless and until the FCC or the PSC determines that incumbent LECs need not permit collocation of such equipment

18.5 To the extent any equipment ANTC installs in the collocation space is later determined by the FCC or the PSC not to be allowed inside the collocation space, NYNEX will allow ANTC a reasonable transition period for removing or replacing such equipment

18.6 To the extent ANTC elects, pursuant to Section 38 of this Agreement, other terms and conditions for collocation not specified in this Agreement, the rates, terms and conditions of Sections 18.1 and 18.3-5 herein shall be incorporated into that agreement

18.7 The Collocating Party shall provide its own or leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts, and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts. Transport facilities may be leased from NYNEX under terms and conditions set forth Subsection 15.2.

19.0 NUMBER PORTABILITY - SECTION 251(b)(2)

19.1 Scope

19.1.1 The Parties shall provide Number Portability on a reciprocal basis to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the PSC.

19.1.2 Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the PSC, the Parties agree to provide Interim Telephone Number Portability ("INP") to each other through remote call forwarding, route indexing, and full NXX code migration at the prices listed in the Pricing Attachment

19.1.3 Once Number Portability is implemented pursuant to FCC or PSC regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to

Number Portability. Upon implementation of Number Portability pursuant to FCC regulation, both Parties agree to conform to and provide such Number Portability.

19.2 Procedures for Providing INP Through Remote Call Forwarding

ANTC and NYNEX will provide INP through Remote Call Forwarding as follows:

19.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon Party B's receipt of a signed letter of agency from the Customer (and an associated service order) assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s), designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate Telephone Exchange Service Trunks as if the call had originated on Party A's network.

19.2.2 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible all collect, calling card, and third number billed calls associated with those numbers, with subaccount detail by retained number. At Party B's sole discretion, such billing statement shall be delivered to Party B in an agreed-upon format via either electronic file transfer, daily magnetic tape, or monthly magnetic tape.

19.2.3. The Parties shall provide all available relevant call billing detail for collect, calling card and 3rd-number billed calls associated with those numbers. The call billing detail, once received by Party A, shall be delivered on no less than a monthly basis. The Parties may, upon mutual agreement, make use of third-party arrangements for the settlement of collect, calling card, and third number billed calls.

19.2.4. Party A will update its Line Information Database ('LIDB') listings for retained numbers, and restrict or cancel calling cards associated with those forwarded numbers as directed by Party B.

19.2.5. Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to

that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time. The Parties agree to work cooperatively to ensure that the Customer's service is not interrupted whenever possible.

19.3 Procedures for Providing INP Through Route Indexing

Upon mutual agreement, NYNEX will deploy a Route Index arrangement which combines direct trunks, provisioned between NYNEX's and **ANTC's** End Offices, with trunk side routing translations and full functionality for those CLASS services available to NYNEX in the NYNEX switch. Under this arrangement, inbound calls to a ported number will be pointed at a route index that sends the call to a dedicated trunk group, built as a direct final, for the sole purpose of facilitating completion of calls to a ported number. NYNEX will coordinate with ANTC to provide this solution in a mutually agreeable and administratively manageable manner (e.g., NXX level) so as to minimize switch resource utilization for both Parties.

19.4 Procedures for Providing INP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the **LERG** (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

19.5 Other Interim Number Portability Options

ANTC may also request Direct Inward Dial Trunks pursuant to applicable tariffs. If information or interim number portability is made available to any Party for information services traffic (e.g., 976), it will be made available to **ANTC**.

19.6 Receipt of Terminating Switched Exchange Access Compensation on Traffic to INP'd Numbers

19.6.1 The Parties shall individually collect and track and quantify INP traffic between their networks based on the CPN of each call by the identifying CPNs which are INP'd numbers. To the extent the receiving Party is entitled to payment of interexchange carrier access charges on a meetpoint

billing like arrangement, the receiving Party shall charge the performing Party for interexchange carrier traffic at the INP Traffic Rate specified in Section 19.8 in lieu of any other compensation charges for terminating such traffic. Charges set forth in Section 19.8 below shall apply until the performing Party is able to supply **EMR** records to the receiving Party, so that the receiving Party may bill its own access charges to the IXC, or until network or regulatory changes dictate that these charges either: (1) no longer apply, or (2) must be modified.

19.6.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the **prospective** year, based on historic data of all traffic in the LATA, the percentages of such traffic that if dialed to telephone numbers bearing **NPA-NXX's** directly assigned to the receiving Party (as opposed to the **INP'd** numbers) would have been subject to (i) appropriate intrastate FGD charges ('Intra Traffic'), or (ii) interstate FGD charges ('Inter Traffic'). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6) month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based upon actual INP traffic percentages from the preceding six (6) month period. The rates described below shall be updated every ~~six~~ (6) months and whenever there is a change in the underlying access charge or reciprocal compensation rates or as required by the PSC or FCC.

19.7 The Parties agree that the receiving Party is entitled to receive its appropriate share of access revenues billed to **IXCs** by the performing Party, when such IXC traffic is terminating through numbers which have been ported to the receiving Party. The Parties further agree that the amount to be shared will be a flat dollar amount per month per ported residence line and a flat dollar amount per month per ported business line, as reflected in the Pricing Attachment. The Party providing the **last point of end office** switching is entitled to collect the Residual Interconnect Charge ("**RIC**") element.

19.8 The following describes the method by which the Parties will calculate the amount of revenues to be shared:

(a) Determine the average terminating IXC **MOUs** (combined intrastate and interstate) separately for residence and business customers per line per month.

(b) Using the factors for percent interstate usage and percent intrastate usage, split the combined terminating usage for residence into interstate and intrastate, and **intraLATA** where applicable, volumes. Similarly, split the combined terminating usage for business into interstate and intrastate volumes. The jurisdictional percentages may be weighted averages across a **LATA**, state or market area.

(c) Using the volumes calculated immediately above, calculate the average revenue per ported residence line per month and the average revenue per ported business line per month, using the appropriate receiving Party interstate and intrastate terminating Carrier Common Line ("CCL") and Residual Interconnection ("RIC") rate elements, and subtracting reciprocal compensation charges paid by the performing Party to the receiving Party for those same minutes.

19.9 This surrogate method will no longer apply to IXC traffic terminating through performing Party end offices when the receiving Party can directly bill through its end offices for these revenues.

20.0 NUMBER RESOURCES ASSIGNMENTS

NYNEX shall continue to assign to ANTC NXX codes in accordance with national guidelines and in a manner consistent with FCC rules (and in parity with how it provides NXX codes to itself, its affiliates, and other carriers) at no charge.

21.0 DIALING PARITY – SECTION 251(b)(3)

NYNEX shall provide Local Dialing Parity as required by Law.

22.0 ACCESS TO RIGHTS-OF-WAY – SECTION 251(b)(4)

Each Party shall provide ~~within~~ a reasonable time period (which shall be determined on a case by case basis) the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls, to the extent permitted by Law and as required by Section 224 of the Act or any PSC Order or practice, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements with such entities.

23.0 DATABASES AND SIGNALING

23.1 Pursuant to applicable tariffs, NYNEX shall provide ANTC with interfaces to access NYNEX's databases, including LIDB and 800/888, as well as DCAS for ordering and provisioning purposes, and associated signaling necessary for the routing and completion of ANTC's traffic. Parties shall continue to define and delineate the interfaces needed for the provision of Wholesale Services, Network Elements, or other facilities or services provided hereunder.

23.2 NYT shall provide **ANTC**, at **ANTC's** request, any Operations Support Services ("OSS")/Electronic Interfaces as required under the Act. Upon **ANTC's** reasonable request, **NYT** shall provide **ANTC** with information regarding non-proprietary changes to **NYT's** OSS systems or proposed developments of **NYT's** OSS systems as it moves forward in meeting national standards for OSS.

23.3 If an electronic interface used to exchange information and gain access to functionality necessary for Pre-Ordering, Service Ordering, Provisioning, Maintenance, Billing, and Repair is rendered inoperable for any of these functions, the Parties agree to (i) **work cooperatively** to expeditiously correct this situation and (ii) invoke interim interface methodologies required to support the affected function. These interim methodologies will be mutually agreed upon and documented in a reciprocal intercompany operations guide to be completed by the Parties within ninety (90) Days after the Effective Date of Agreement..

24.0 REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from NYNEX to ANTC, or from ANTC to NYNEX, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, **free** of charge to either the other Party or the Customer, for a period of not less than one hundred and eighty (180) Days after the date the Customer changes its telephone number in the case of business Customers and not less than ninety (90) Days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

25.0 DIRECTORY AND OPERATOR SERVICE ARRANGEMENTS

NYNEX will provide certain directory services to ANTC as defined herein. In this Section **25**, references to ANTC Customer telephone numbers means telephone numbers falling within **NXX** codes directly assigned to ANTC and to numbers which are retained by ANTC on the Customer's behalf pursuant to Interim Telephone Number Portability arrangements described in Section 19.

25.1 Directory Listings and Directory Distributions

25.1.1 NYNEX will include ANTC's Customers telephone numbers in all of its 'White Pages' and "Yellow Pages" directory listings (including

electronic databases) and directory assistance databases associated with the areas in which ANTC provides services to such Customers, and will distribute such directories to such Customers, in an identical and transparent manner in which it provides those functions for its own Customers' telephone numbers.

25.1.2 NYNEX will include all ANTC **NXX** codes on appropriate existing calling charts in the **NYNEX** Customer Guide section of the directory in the same manner as it provides this information for its own **NXX** codes.

25.1.3 ANTC will provide **NYNEX** with its directory listings and daily updates to those listings (including new, changed, and deleted listings) in a mutually agreed upon format at no charge.

25.1.4 NYNEX will accord ANTC's directory listing information the same level of confidentiality which **NYNEX** accords its own directory listing information.

25.1.5 NYNEX shall provide ANTC at no charge with (i) one basic single line white and yellow page directory listing per business Customer number, or one basic single line white page directory listing per residence Customer number, (ii) directory distribution for ANTC Customers, and (iii) listings of ANTC Customers in the directory-assistance database. Any other directory listing service that **NYNEX** provides to its own customers will be provided at the appropriate charge pursuant to applicable tariffs.

25.1.6 NYNEX will provide ANTC with a report of all ANTC Customer listings ninety (90) Days prior to directory publication in such form and format as may be mutually agreed to by both parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

25.1.7 NYNEX shall provide ANTC with the same level of damages and remedies available to **NYNEX's** end users should **NYNEX** fail to meet its obligations set forth in sections 25.1.-25.1:6. If, through no fault of ANTC or its end user, (i.e., ANTC reviewed the verification report sent by **NYNEX** and indicated an error which **NYNEX** did not correct), **NYNEX** fails to include an ANTC end user listing in any applicable directory or database, then **NYNEX** shall provide ANTC with a letter that ANTC can share with its customer indicating that the failure was not due to ANTC's actions. The Parties shall, within ninety (90) Days of the execution of this Agreement, agree on template language for such a letter, as well as template language for the cover letter which will be sent by ANTC to the affected customer.

25.1.8 Yellow Page Maintenance

NYNEX will work cooperatively with ANTC so that yellow page advertisements purchased by Customers who switch their service to ANTC (including Customers utilizing Interim Telephone Number Portability) are maintained without interruption. NYNEX will allow ANTC Customers to purchase new yellow pages advertisements without discrimination, under the identical rates, terms and conditions that apply to NYNEX's Customers.

25.1.9 Information Pages

NYNEX will include in the 'Information Pages' or comparable section of its White Pages Directories for areas served by ANTC, listings provided by ANTC for ANTC's installation, repair and customer service and other service-oriented information, including an appropriate identifying logo. The size and display of such listings shall be the same as that provided by NYNEX to other LECs and resellers and shall appear in the manner that such information appears for subscribers of NYNEX and other LECs. NYNEX shall not charge ANTC for inclusion of this information.

25.1.10 ANTC agrees to take reasonable actions, in accordance with prevailing industry standards, to limit its liability and that of its service providers (*i.e.*, NYNEX) with ANTC's Customers for any errors or omissions in any listing published hereunder for ANTC's Customer (*e.g.*, limiting liability to no more than the cost of service). Nothing in this subsection shall in any way limit the indemnification obligations of NYNEX under Section 31 of this Agreement.

25.2 Directory Assistance ("DA") and Operator Services

At ANTC's election, NYNEX will provide Directory Assistance to ANTC end users on behalf of ANTC pursuant to the following terms and conditions:

25.2.1 NYNEX will offer Directory Assistance ('DK') service to ANTC's customers served by ANTC's own ~~switch~~ over separate trunk groups ordered by ANTC to the NYNEX Traffic Operation Position System ('TOPS') ~~switch(es)~~ as specified by NYNEX. Access to the NYNEX DA platform from ANTC's local switch requires that ANTC utilize Feature Group C ('FG-C') Modified Operator Services Signaling. The IOF mileage rate for the facility will be based on airline mileage using V&H coordinate methods from the ANTC location to the nearest NYNEX TOPS. ~~Trunk~~ terminations at the TOPS ~~switch(es)~~ require ANTC to purchase trunk ports at rates specified in the Pricing Attachment. For each trunk group ANTC must indicate the DA option selected 2s set forth in 25.2.3 (a) immediately following. NYNEX also provides ANTC, using the unbundled ~~local~~ switching element, access to this optional service

either through dedicated IOF and trunk ports or on shared operator service trunks between the end office in which they have unbundled local switching ports and the TOPS switches. Additional per minute of use ("MOU") local switching charges will apply for all calls which interconnect from the unbundled local switching ports to the NYNEX TOPS as described in the Pricing Attachment.

25.2.2 Directory Assistance

(a) NYNEX shall provide ANTC end users access to Telephone Directory Assistance operators via **41 ■ 5551212** or **1+ (NPA)-555-1212** dialing.

(b) Rates for requests for Directory Assistance will be billed to ANTC and are set forth in the Pricing Attachment. **ANTC** will not receive any Directory Assistance call allowances.

25.2.3 Directory Assistance with Branding

At ANTC's election, NYNEX shall provide branded **DA**

(a) ANTC shall select one ~~of~~ the three options for the branding announcement. ANTC may change its selection upon request with reasonable notice and NYNEX shall promptly comply.

(i) ANTC may provide NYNEX with a ANTC branded, introductory Directory Assistance **and** Operator Services announcement which will **be** played for all ANTC end users completing DA or Operator Services calls over the trunk group to the NYNEX TOPS.

(ii) ANTC may request NYNEX branded announcement

(iii) ANTC may request an unbranded, generic announcement.

(b) This announcement message may **be** a maximum of eighteen **(18)** seconds and may **be** recorded by ANTC or, at **ANTC's** request, by NYNEX. A minimum of **two (2)** audio cassette recordings of the ANTC branding announcement must be forwarded to NYNEX.

(c) Rates for requests for Directory Assistance with branding will be billed to ANTC and are set forth in the Pricing Attachment.

25.3 Directory Assistance Call Completion ('DACC)

NYNEX shall provide, at ANTC's election, automatic connection of a ANTC end user calling NYNEX DA to the published telephone number requested pursuant to the terms set forth below.

(a) After the NYNEX DA operator provides the requested number, a recorded service message will offer to connect the caller to that number for a specified additional charge.

(b) The caller can accept the offer for DACC by depressing a button (touch tone) or responding by voice (dial), as instructed by the voice message.

(c) The DACC charge will apply as set forth in the Pricing Attachment. In addition, for calls originating from a facilities-based ANTC switch or for calls from ANTC unbundled local switching line ports, there will be charges to terminate the call from the TOPS tandem to the called party. These include the per minute of use Unbundled Tandem Transport Charge ("UTTC") assessed for each call transported between the TOPS tandem and the end office, the per minute of use Tandem Transit Switching Charge ("TTSC") assessed for each call that traverses a NYNEX tandem switch, and the appropriate per minute of use charges for reciprocal compensation ("UNRCC" or "UCRCC") depending on the terminating end office switch, as set forth in the Pricing Attachment.

(d) DACC is available to ANTC Customers and from public telephones on a collect, bill to third number or calling card basis. The appropriate charge based on the billing option used will apply in addition to the DACC charge.

(e) DACC is available with all telephone numbers in the NYNEX DA database except: (i) non-published telephone numbers, (ii) interLATA numbers and (iii) 700, 800 and 900 numbers.

(9) When a caller requests more than one number for Directory Assistance, DACC is offered only for the first eligible listing that was selected by the operator.

(g) The DACC charge applies only to calls actually completed.

(h) The DACC charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission as set forth in Section 25.4 herein.

25.4 Directory Assistance Credits

A credit allowance will apply to ANTC for directory inaccessibility, wrong numbers, cut-offs or poor transmission. When the **ANTC** end user reports to the NYNEX directory assistance operator such a call and the number requested, the number provided and the reason the number provided is incorrect, the number of calls for which a credit will apply will be developed by the **NYNEX** DA operator and credited to ANTC identifying the specific **ANTC** end user to whom the credit applies.

25.5 Direct Access to Directory Assistance ('DADA')

Direct **Access** to Directory Assistance ('**DADA**') is a database service that provides for access to NYNEX listings by a **ANTC** operator. The **DADA** database is a physically distinct entity from the NYNEX **DA** database, populated with identical listing data, and updated from the same source on a daily basis.

25.5.1 ANTC is required to arrange for interconnection to the database. NYNEX will interconnect at any technically feasible point designated by ANTC.

25.5.2 NYNEX will provide **ANTC** with a User Guide for training its agents.

25.5.3. Rates and Charges for DADA are set forth in the Pricing Attachment.

25.6 Inward Operator Services

Inward Operator Services enables the ANTC end user or its operator service provider to be connected to the NYNW **TOPS** office(s) for the purpose of providing operator services to their end users.

25.6.1 There are two types of inward Operator Services:

(a) Busv Line Verification ('BLV'):

BLV is an option where, at the request of **ANTC's** end user or its operator service provider, a NYNW operator will attempt to determine the status of an exchange service line (e.g., conversation in progress, available to receive a call or out of service) and report to **ANTC's** end user or its operator service provider.

(b) Busv Line Verification/Interrupt ("BLV/I")

BLV/I is an option where, at the request of ANTC's end user or its operator service provider, a NYNEX operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that ANTC's end user can attempt to complete a call to the line.

25.6.2 Inward Operator Services are provided over trunk groups ordered by ANTC or its alternate operator service provider to the NYNEX TOPS switch(es) as specified by NYNW.

25.6.3 Inward Operator Services cannot be provided on ported telephone numbers or telephone numbers which forward calls using Call Forwarding Variable service features.

25.6.4 NYNEX will provide BLV and BLV/I for telephone numbers provided in its operating territory.

25.6.5 The NYNEX operator will respond to one telephone number per call on requests for BLV or BLV/I.

25.6.6 NYNEX will designate which TOPS switch(es) services which NXXs and make such information available to ANTC.

25.6.7 ANTC shall order Inward Operator Services as set forth in this Section.

25.6.8 Rates and Charges for Inward Operator Services are set forth in the Pricing Attachment

25.7 Operator Service ('OS)

At ANTC's election, NYNEX shall provide for the routing of Operator Services ('OS) calls dialed by ANTC subscribers directly to either the ANTC Operator Services platform or to the NYNEX Operator Services platform as specified by ANTC pursuant to the following terms and conditions:

25.7.1 NYNEX will offer OS to ANTC customers served by ANTC switches over separate trunk groups ordered by ANTC to the NYNEX TOPS switch(es) as specified by NYNEX. Access to the NYNEX OS platform from ANTC's local switch requires that ANTC utilize Feature Group C Modified Operator Services Signaling. The IOF mileage rate for the facility will be based on airline mileage using V&H coordinate methods from the ANTC location to the

nearest NYNEX TOPS. Trunk terminations at the TOPS switch(es) require ANTC to purchase trunk ports at rates specified in the Pricing Attachment. For each trunk group, ANTC must indicate the branding option selected as set forth in Sections 25.2.3 (a) preceding. NYNW also provides ANTC, using the unbundled local switching element, access to this optional service either through dedicated IOF and trunk ports or on shared operator service trunks between the end office in which they have unbundled local switching ports and the TOPS switches. Additional per minute of use (MOU) local switching charges will apply for all calls which interconnect from the unbundled local switching ports to the NYNEX TOPS at rates set forth in the Pricing Attachment

25.8 0+ Mechanized Operator Calls (Calling Card, Collect, Bill to Third Number):

At ANTC's election, NYNEX shall make available to ANTC the ability for ANTC to provide their end user the ability, through the mechanized NYNEX operator interface, to complete calls via 0+ dialing with alternate billing capabilities without live operator assistance pursuant to the terms and conditions set forth below. Alternate billing call completions can be Calling Card, Collect or Bill to Third Number.

25.8.1 0+ Mechanized calls may be provided over the same DA trunk groups which establish interconnection from the ANTC switch or the trunk groups which provide interconnection from the ANTC unbundled local switching line ports to the NYNEX TOPS.

25.8.2 Rates for requests for 0+ Mechanized Calls will be billed to ANTC and are set forth in the Pricing Attachment. In addition, for calls originating from a facilities-based ANTC switch or for calls from ANTC unbundled local switching line ports, there will be charges to terminate the call from the TOPS tandem to the called party. These include the per minute of use UTTC assessed for each call transported between the TOPS tandem and the end office, the per minute of use TTSC assessed for each call that traverses a NYNEX tandem switch, and the appropriate per minute of use charges for reciprocal compensation (UNRCC or UCRCC) depending on the terminating end office switch, as set forth in the Pricing Attachment

25.9 0- Operator Handled Calls (Calling Card, Collect, Bill to Third Number)

At ANTC's election, NYNEX shall make available to ANTC the ability to provide ANTC's end user, through the NYNW operator, the ability to complete intraLATA calls via 0- dialing with alternate billing capabilities and live operator assistance pursuant to the terms and conditions set forth below. Alternate billing

- call completions can be Calling Card, Collect or Bill to Third Number, Station to Station and Person to Person.

25.9.1 0- Operator Handled Calls may be provided over the same DA trunk groups which establish interconnection from the ANTC switch or the trunk groups which provide interconnection from the ANTC unbundled local switching line ports to the NYNEX TOPS.

25.9.2 Rates for requests for 0- Operator Handled Calls will be billed to ANTC and are set forth in the Pricing Attachment. In addition, for **calls** originating from a facilities-based ANTC **switch** or for **calls** from ANTC unbundled local switching line ports, there will be charges to **terminate** the call from the TOPS tandem to the called party. These include the per minute of use **UTTC** assessed for each call transported between the TOPS tandem and the **end** office, the per minute of use **TTSC** assessed for each call that traverses a NYNEX tandem **switch**, and the appropriate per minute **of** use charges for reciprocal compensation (UNRCC or UCRCC) depending on the terminating end office switch, as set forth in the Pricing Attachment.

25.10 Operator Emergency Bulletin Service

At ANTC's election, NYNEX shall provide ANTC with emergency numbers of police, **fire**, ambulance and Public Safety Answering Points (**PSAP**) in the NYNEX serving area so that ANTC operators can connect callers directly to the proper emergency bureaus pursuant to the followings terms and conditions.

25.10.1 NYNEX shall make available the NYNEX Operator **Emergency** Bulletin Service **which lists** the emergency, **police**, **fire**, ambulance and PSAP telephone numbers by municipality in alphabetical order for each of the areas served by NYNEX.

25.10.2 NYNEX shall make available Operator Emergency Bulletin Service for use by ANTC operators for the **sole** purpose of assisting callers in reaching an emergency bureau.

25.10.3 Operator Emergency Bulletin Service is a copy **of** NYNEX's **own** emergency bulletin. This agreement includes **one** annual copy of the bulletin **plus** periodic updates during the year. Independent telephone companies' emergency numbers are not included.

25.10.4. Rates and charges for Operator Emergency Bulletin service are set forth in the Pricing Attachment

25.1.1 Operator Passthrough Service

At ANTC's election, NYNEX shall provide ANTC's end users with access to operators of their Presubscribed IXC for operator assisted call completion pursuant to the following terms and conditions:

25.11.1 This option applies only when the Presubscribed IXC provides Operator Services for ANTC's end users for calls originating from a particular LATA and is capable of receiving calls passed through it by NYNEX in that LATA

25.1.1.2 NYNEX will, when requested by ANTC's end user, connect that end user to a specified IXC for operator call completion provided that IXC offers operator services in that end user's originating LATA and is capable of receiving calls passed through to it by NYNEX in that LATA.

25.11.3 If the IXC does not provide Operator Services for ANTC's end user, at the option of the IXC, NYNEX will provide ANTC's end user with access to an IXC designated Operator Services Provider or to a NYNEX provided announcement which will direct ANTC's end user to contact their Presubscribed IXC for dialing instructions.

25.1.1.4 The Operator Passthrough charge is applied on an operator work second basis, and rated using the 0-Operator Handled calls in the Pricing Attachment.

25.11.5 ANTC will be assessed this charge on calls that are passed through to either the Presubscribed IXC's operator, or a NYNEX provided recording indicating that the IXC does not provide service in that area.

25.11.6 Rates and charges applied to Operator Passthrough Service are set forth in the Pricing Attachment.

26.0 GENERAL RESPONSIBILITIES OF THE PARTIES

26.1 Both NYNEX and ANTC shall use their best efforts to comply with the Network Interconnection Schedule set forth in Attachment 4.0.

26.2 At all times, NM shall provide the same quality and level of interconnection, access to Unbundled Network Elements and Wholesale Services as that provided to itself, its affiliates and any other Telecommunications Carriers consistent with its obligations and duties under the Act.

26.3 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. ANTC, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any NYNEX End Office Switch. The Parties shall establish, as part of the Joint Grooming Plan, overflow routing and diversity plans.

26.4 Thirty (30) Days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 36, the Parties agree that each forecast provided under this Section **26.4** shall be deemed 'Proprietary Information- under Section **36.1.1**.

26.5 Any Party that is required pursuant to this Agreement to provide a forecast (the 'Forecast Provider') or the Party that is entitled pursuant to this Agreement to receive a forecast (the 'Forecast Recipient') with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request in addition to non-binding forecasts required by Section **26.4** that the other Party enter into negotiations to establish a forecast (a 'Binding Forecast') that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section **36**, the Parties agree that each forecast provided under this Section **26.5** shall be deemed 'Proprietary Information' under Section **36.1.1**.

26.6 Subject to and within the limitations and constraints of each Party's network, each Party is individually responsible (A) to provide facilities within its network which are necessary for routing, transporting, measuring, and (B) for billing traffic from the other Party's network; and (C) for delivering such traffic to the other Party's network, in the industry-standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. See BOC Notes on the Network (SR-TSV-00275) for the description of the design of local exchange carrier network. Such facilities shall be designed based upon the description and forecasts provided under Sections **26.3** - **26.5** above. The Parties are each solely responsible for

participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

26.7 Neither Party shall use any Wholesale Services, Network Elements, or other facilities services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

26.8 Intentionally Left Blank

26.9 Prevention of Unauthorized Use

(a) The Parties agree to cooperate to prevent, identify, and cure unauthorized use or fraud associated with clip on fraud, third-number billed calls, calling card calls, information provider calls, abuse of remote access features, off-hour abuse, network and/or PBX hacking, and viruses, and any other services related to this Agreement. The Parties shall meet at least two times a year to discuss ways to minimize or prevent unauthorized use. **NYNEX** shall make available any fraud or unauthorized use prevention procedures or equipment it uses to **ANTC**.

(b) A Party shall promptly notify the other whenever it suspects or knows of unauthorized use of Wholesale Services, Unbundled Network Elements, or any other facilities or services provided hereunder and shall assist the other in the identification of responsible individuals, the preparation and presentation of relevant information to federal, state and/or local officials for the purpose of prosecuting those individuals responsible for the unauthorized use of the Wholesale Services, Unbundled Network Elements, or any other facilities or services and in any legal actions that one or both may bring against third parties responsible for the unauthorized use of any of Wholesale Services, Unbundled Network Elements, or any other facilities or services provided hereunder. A Party shall provide, where requested and where available, any relevant call information, including the number on which the call was received, the translated number, the circuit number, the date and time of call, call duration, switch identification, and identification of trunk type.

(c) Both Parties shall use all reasonable efforts to prevent, monitor or cure unauthorized use. If a Party fails to do so and that Party had the ability to prevent the unauthorized or fraudulent use or where that Party had the responsibility to monitor, detect, or cure the unauthorized use and it failed to do so or failed to act promptly to prevent continued abuse, and where such failure

was not caused in part by the failure of the other Party to promptly give notice of information in its possession regarding the occurrence of the fraudulent or unauthorized use, then that Party shall bear the entire amount of the liability. If both Parties failed to act reasonably they shall share on a pro rata basis any financial responsibility for the unauthorized use. If the Parties are unable to agree on the appropriate financial responsibility for the unauthorized use, the Parties shall submit the matter to arbitration pursuant to Attachment ADR. Unless otherwise mutually agreed upon by the Parties, reasonable efforts shall not include the monitoring or reviewing by NYNEX of call detail or other customer usage information for ANTC's customers.

(d) This Section (26.9) shall apply to all Wholesale Services, Unbundled Network Elements and other services and facilities provided in this Agreement.

(e) Nothing herein shall be deemed to establish or expand the liability of either Party to any third party for unauthorized or fraudulent use.

26.10 Each Party is responsible for administering NXX codes assigned to it

26.11 Each Party is responsible for obtaining Local Exchange Routing Guide ('LERG') listings of CLLI codes assigned to its switches. The Parties shall provide, upon reasonable request, listings of CLLI codes assigned to its switches to the other Party.

26.12 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

26.13 Each Party shall program and update its own Tandem Switches and End Office switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities. The Parties shall use best efforts to program and promptly update their switches upon notification by the other Party of the assignment of NXX codes or new numbers. NYNEX will test the NXX activation through the VETS system and provide the results to ANTC. ANTC shall notify NYNEX of a failure to program and update NYNEX's Tandem Switches and End Office Switches within two (2) business days, and in the event NYNEX shall fail to take appropriate corrective action within five (5) business days of such notification, subject to the provisions of Sections 33.1 and 33.2, NYNEX shall pay to ANTC five-hundred (\$500) per incident per affected switch. Notwithstanding the foregoing, NYNEX shall not be responsible for and shall not

be required to pay any damages to the extent the failure is due to PBX routing updates.

26.14 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

26.15 End User Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

26.15.1 In answering repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party will respond with factual information in answering customer questions.

26.15.2 Each Party will notify its Customers as to the correct telephone numbers to call in order to access its repair bureaus.

26.15.3 To the extent possible, where the correct local exchange carrier can be determined, misdirected repair calls to one Party will be immediately referred to the other Party, as appropriate in a courteous manner, at no charge.

26.15.4 The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

27.0 TERM AND TERMINATION

27.1 The initial term of this Agreement shall be three (3) years (the 'Term') which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) Days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, provided that such notice cannot be served if a request to renegotiate pursuant to Section 27.1.2 has been filed, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party as set forth below.

27.1.1 If pursuant to Section 27.1 the Agreement continues in full force and effect after the expiration of the Term, either Party may terminate the Agreement ninety (90) Days after delivering written notice to the other Party of

the intention to terminate this Agreement, provided that such notice cannot be served if a request to renegotiate pursuant to Section 27.1.2 has been filed. In such cases, neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 27.1.1 other than to pay to the other Party any amounts owed under ~~this~~ Agreement

27.1.2

(a) Notwithstanding the provisions ~~of~~ Section 27.1 and 27.1.1, either Party may, after the ~~twenty-sixth~~ month of the Effective Date, make a formal request to the other Party to renegotiate the ~~terms of this~~ Agreement pursuant to Section 251(c)(1) of the Act. The date of the other Party's receipt of such request shall be hereinafter referred to as the 'Renegotiation Request Date.' The Parties agree that within sixty (60) Days of such Renegotiation Request Date each Party will provide to the other a written description of ~~its~~ proposed changes to the Agreement. The Parties shall enter into negotiations on such proposed changes no later than seventy-five (75) Days after such Renegotiation Request Date.

(b) In the event that, notwithstanding the good faith efforts ~~of~~ both Parties, they are unable to agree on terms and conditions of a new agreement, effective as ~~of~~ the expiration of ~~this~~ Agreement, then either Party may, beginning one-hundred thirty five (135) Days after the Renegotiation Request Date, file a petition for arbitration with the ~~PSC~~ pursuant to Section 252(b) of the Act.

(c) The ~~terms~~ and conditions of this Agreement shall continue in full force and effect until the effective date of the ~~PSC's~~ decision pursuant to any petition filed under Section (b) above (the 'Arbitration Decision') if a request is made to renegotiate pursuant to Section (a) above.

(d) Nothing in this section shall ~~be~~ construed as a waiver by either Party of its right to appeal any decision of the ~~PSC~~, including the Arbitration Decision.

27.2 Upon termination or expiration ~~of~~ this Agreement in accordance with this Section 27:

(a) each Party shall comply immediately with ~~its~~ obligations set forth in Section 36;

(b) each Party shall promptly pay all amounts (including any late payment charges) owed under ~~this~~ Agreement, except those subject to a dispute covered by Section 37.2;

(c) each Party's indemnification obligations shall survive termination or expiration of this Agreement

(d) NYNEX agrees to cooperate with ANTC and to use commercially reasonable efforts to effect an orderly and efficient transition to ANTC or ANTC's new vendor, subject to the payment by ANTC to NYNEX of the reasonable costs incurred in providing such cooperation. The Parties agree to cooperate to ensure uninterrupted service to their Customers during any transition period.

28.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

29.0 CANCELLATION CHARGES

Except as expressly set forth in this Agreement, no cancellation charges shall apply for canceling a particular service or network element.

30.0 NON-SEVERABILITY

30.1 The services, arrangements, Interconnection, Network Elements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 39 of this Agreement.

30.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state Law, or any regulations or orders adopted pursuant to such Law.

31.0 INDEMNIFICATION

31.1 With respect to all matters under this Agreement other than Wholesale Services (which shall be governed by applicable tariffs), to the extent not prohibited by applicable Law, each Party (the Indemnifying Party) shall indemnify and hold harmless the other Party (Indemnified Party) from and against loss, cost, claim, liability, damage, and expense (including reasonable attorney's fees) to third parties for.

(a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and

(b) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; and

(c) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the use of the Indemnified Party's services or facilities in connection with facilities of the Indemnifying Party.

- **31.2** The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third parties for which the
- Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit

32.0. LIMITATION OF LIABILITY

32.1 Except (i) as otherwise provided in Section 31 of this Agreement, (ii) to the extent that appropriate remedies are agreed to by the Parties or ordered by the PSC pursuant to Section 33 of this Agreement, and/or (iii) to the extent that sanctions are ordered pursuant to Section 37 of this Agreement, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for any cost, expense, claim, liability, damage, expense or other Loss in the absence of gross negligence or willful misconduct.

32.2 Except (i) as otherwise expressly provided in Section 31 of this Agreement, (ii) to the extent that appropriate remedies are agreed to by the Parties or ordered by the PSC pursuant to Section 33 of this Agreement, and/or (iii) to the extent that sanctions are ordered pursuant to Section 37 of this Agreement, no Party shall be liable to the other Party for any cost, expense, claim, liability, damage, expense or other Loss caused by the conduct of the

other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.

32.3 Except (i) to the extent that sanctions are ordered by the PSC pursuant to Attachment ADR ~~of~~ this Agreement, ~~and/or~~ (iii) to the extent that appropriate remedies expressly including Consequential Damages are agreed to by the Parties or ordered by the PSC pursuant to Section 33 of this Agreement, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to loss ~~of~~ anticipated profits or revenue or other **economic loss** in connection with or arising from ~~anything~~ said, omitted or done hereunder (collectively, 'Consequential Damages'), even if the other Party has been advised ~~of~~ the possibility ~~of~~ such damages.

32.4 Except (i) as otherwise provided in Section ~~31~~ of this Agreement and/or (ii) to the extent that appropriate remedies are agreed to by the Parties or ordered by the PSC in accordance with Section 33 of this Agreement, each Party's liability to the other Party for any Loss relating to or arising ~~out~~ of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the amount that ~~is~~ or would have been charged to the other Party by such negligent or breaching Party for the **specified service(s) or function(s)** not performed or improperly performed, and only for the period ~~of~~ time such service or function was not performed or improperly performed.

33.0 LIQUIDATED DAMAGES AND SERVICE QUALITY STANDARDS FOR SPECIFIED ACTIVITIES

33.1 The Parties ~~acknowledge~~ that the PSC has initiated Service Quality Proceeding in which it is **considering** the establishment of generic service standards and possible damages to the extent such standards are not met. At its option, ANTC may elect in its entirety, and subject to all terms, conditions and other limitations as may ~~be~~ applicable, to **incorporate** and replace such decision into this Agreement in lieu of this Section 33 and Attachment **SQ** ~~of~~ this Agreement. The Parties expressly acknowledge ~~that this~~ provision resulted from good faith negotiations by the Parties in an attempt to resolve issues raised by ANTC in its petition filed for arbitration under Section **252(b)** ~~of~~ the Act

33.2 The following service standards and liquidated damages shall apply ~~until a~~ decision is reached in the Service Quality Proceeding addressing service standards, parity and liquidated damages. When a final decision is issued in the Service Quality Proceeding, at **ANTC's** option, the Parties **shall** amend this Agreement to incorporate that ruling (except where specified). The Parties shall meet and negotiate in good faith to establish contract language